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JULIE L. VOORHIES
MARION COUNTY RECORDER

WHEN RECORDED RETURN TO:
LANDAMERICA COMMERCIAL SERVICES
140 EAST WASHINGTON ST.
INDIANAPOLIS, IN. 46204
CASE NO. 07-002406


LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH THAT, AIMCO MICHIGAN APARTMENTS, LLC, a Delaware limited liability company ("Grantor"), CONVEYS AND SPECIALLY WARRANTS, with specific limitations, to GENNX PROPERTIES VII, LLC, an Indiana limited liability company ("Grantee"), for the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate located in Marion County, State of Indiana, which is more particularly described in Exhibit A attached hereto and made a part hereof.

The Grantor, for itself, and its successors, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, but not otherwise, subject to the following limitations and exceptions:

1. This conveyance is subject to the Permitted Exceptions shown on Exhibit B attached hereto and made a part hereof.

2. Real estate taxes and assessments due and payable after the date hereof.

This Limited Warranty Deed is delivered subject to all of the provisions of that certain Purchase and Sale Contract dated October 10, 2008 (as amended and/or assigned, the "Purchase and Sale Contract"), that, pursuant to Section 13.27 of the Purchase and Sale Contract, survive the delivery of this Limited Warranty Deed, including, without limitation, Section 6.2 concerning the "AS-IS" "WHERE IS" nature of the transaction.

The undersigned person executing this Limited Warranty Deed on behalf of the Grantor represents and certifies that he/she is a duly elected officer of the Grantor and has been fully empowered, by proper partnership/corporate actions, to execute and deliver this Limited Warranty Deed; that the Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

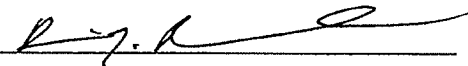
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IN WITNESS WHEREOF, Grantor caused this Limited Warranty Deed to be executed
this 5th day of October 2008.

GRANTOR:

AIMCO MICHIGAN APARTMENTS, LLC,
a Delaware limited liability company

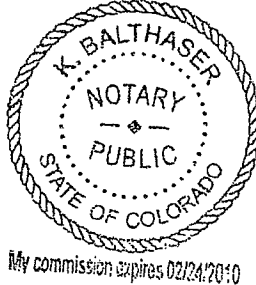
By: AIMCO/BETHESDA HOLDINGS, INC.,
a Delaware corporation,
its member

By: 
Name: Brian J. Bornhorst
Title: Vice President

[notary page follows]

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

WITNESS my hand and seal.



W. B. Williams

K. Balchaser

Resident of Jefferson County

2/24/2010

GENNX PROPERTIES VII, LLC
234 East 9th Street, Suite B-1
Indianapolis, IN 46204
Attn: Mr. Kevin R. Krulewitch

Philip A. Nicely, Esq.
Bose McKinney & Evans LLP
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Indianapolis, IN 46280
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Philip A. Nicely, Esq.

Exhibit A

LEGAL DESCRIPTION FOR MICHIGAN PLAZA

Marion County, Indiana

A part of Lot 8 in Zadok Tomlinson Estate Partition of the South Half of the Northwest Quarter of Section 5, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said Northwest Quarter; thence North 01 degrees 53 minutes 21 seconds East on and along the East line of said Quarter Section 735.11 feet to the centerline of Michigan Street as described by previous deed; thence North 90 degrees 00 minutes 00 seconds West 235.88 feet to the point of beginning of this description; thence South 2 degrees 01 minutes 47 seconds West 368.16 feet; thence South 89 degrees 51 minutes 30 seconds West 181.94 feet; thence North 1 degree 53 minutes 21 seconds East parallel to the East line of said Quarter Section 368.58 feet to the center line of Michigan Street as described by previous deed; thence South 90 degrees 00 minutes 00 seconds East 182.82 feet to the point of beginning.

Exhibit B

PERMITTED EXCEPTIONS

1. Applicable zoning and governmental regulations and ordinances;
2. Any defects in or objections to title to the Property, or title exceptions or encumbrances, arising by, through or under Grantee;
3. The terms and conditions of the Purchase and Sale Contract;
4. The terms and conditions of any deed restrictions that may be recorded against the Property that the Indiana Department of Environmental Management ("**IDEM**") might require as part of the respective Remediation Work Plans between IDEM and either (i) Genuine Parts Company (together with its subsidiaries, parent companies, successors and assigns, collectively, "**Genuine**"), or (ii) Grantor or AIMCO Michigan Meadows Holdings, L.L.C., a Delaware limited liability company ("**Grantor's Affiliate**");
5. The terms and conditions of that certain Access Agreement last dated January 4, 2002, by and between Grantor's Affiliate and Genuine (the "**Genuine Access Agreement**");
6. The terms and conditions of that certain Settlement Agreement, Indemnification and Mutual Release dated November 6, 2006, by and between Grantor's Affiliate and Genuine (the "**Genuine Settlement Agreement**");
7. The terms and conditions of that certain Voluntary Remediation Agreement dated April 20, 2007, between Grantor's Affiliate and IDEM (the "**VRA**");
8. The terms and conditions of that certain Certificate of Completion under I.C. Section 13-25-5-16 (the "**Certificate of Completion**") to be issued by IDEM upon completion of the Grantor's Affiliate's Remediation Work Plan;
9. The terms and conditions of that certain Post Closing Access Agreement dated of even date herewith by and between Grantor, Grantor's Affiliate, Grantee and GENNX PROPERTIES VII, LLC, an Indiana limited liability company (the "**Post Closing Access Agreement**").
10. That certain environmental restrictive covenant executed by Grantor, prohibiting the use of groundwater wells on the Property dated as of even date herewith and recorded immediately prior to this Limited Warranty Deed.
11. Taxes and assessments for 2007 due and payable 2008, a lien, not yet due and payable and taxes for all subsequent years, which are not yet a lien.
12. Rights of the public for highway purposes in and to that portion of insured real estate lying within the bounds of Michigan Street.

13. Agreement for Construction of Sanitary Sewer Under Private Contract dated April 2, 1965 and recorded May 4, 1965, as Instrument No. 65-20404.
14. Sewer Service Agreement with the City of Indianapolis, Department of Public Works, dated April 2, 1965 and recorded May 4, 1965, as Instrument No. 65-20405.
15. Lease by and between Roy H. Lambert and David C. Eades, d/b/a Regency Michigan Meadows, Limited, an Indiana Limited Partnership, as lessor, and Marsh Village Pantries, Inc., as lessee, as evidence by Memorandum of Lease dated December 15, 1980 and recorded January 12, 1981, as Instrument No. 81-1970, and as amended by Amendment to Memorandum of Lease dated June 16, 1988 and recorded July 7, 1988 as Instrument No. 88-66611.
16. Application For An Encroachment License, City of Indianapolis as set out in instrument recorded February 6, 2004, as Instrument No. 2004-35445.
17. Application For An Encroachment License, City of Indianapolis as set out in instrument recorded January 19, 2007, as Instrument No. 2007-9782.
18. Rights of tenants in possession under unrecorded leases.
19. The following matters disclosed by survey prepared by Radu M.S. Irimescu, RLS No. 29500023, dated February 23, 2006, for Job No. 15677:
 - a. Fence line encroaches onto the western adjoiner.
 - b. Overhead electric line crosses subject property along the northern property line.